

# MEMORANDUM OF UNDERSTANDING

BETWEEN

NLTVC SDN BHD

AND

MEENAKSHI SUNDARARAJAN  
ENGINEERING COLLEGE (MSEC)

*[Handwritten signature]*

PRINCIPAL  
MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE  
363, ARCOT ROAD, KODAMBAKKAM,  
CHENNAI-600 024

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on the 14 day of OCTOBER 2019

BETWEEN NLTVC SDN BHD, a company incorporated in Malaysia and having its business office at Office Complex 62-2, Persiaran Bayan Indah, 11900 Penang, Malaysia ( hereinafter referred to as "NLTVC") of the first part;

AND

MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE, having its address at 363, Arcot Road, Kodambakkam, Chennai-600024,India (hereinafter referred to as "MSEC").

(NLTVC and MSEC shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

### WHEREAS

1. NLTVC is in the business of providing **Teleconferencing solutions and IPv6 technologies** and hereafter referred as "Crystalview", desires to cooperate and undertake a collaborative work with MSEC in providing industrial training to its students.
2. MSEC is part of the prestigious KRS Group of Institutions which constantly strives to be a Centre of Excellence with the singular aim of producing students of outstanding academic excellence & sterling character to benefit the society, nation, and the world at large.



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**NOW THIS MEMORANDUM OF UNDERSTANDING (MOU) WITNESSETH as follows:**

**1. PURPOSE**

The purpose of this MOU is to set forth the understanding of the parties with respect to their respective roles and obligations in the implementation of the joint venture.

The Parties hereto shall collaborate with each other in the best common interests of the terms and conditions of the MOU in an accurate manner and shall observe good faith towards each other in all matters in connection with this MOU.

**2. FORMS OF COOPERATION**

2.1 In this collaboration, NLTVC agrees to provide industrial training and attachment to the students of MSEC.

2.2 In the event that both parties agree to participate in certain specific projects both parties will negotiate the terms and conditions for such cooperation under a separate agreement.

**3 CORPORATE AUTHORITY**

Each party hereby warrants to the other party that it has the power and authority to enter into this MOU.

**4 NATURE OF MOU**

The parties hereto acknowledge that this MOU is for the purpose of cooperation only and save for clause 7 below, this MOU shall not under any circumstances or under any law or legislation bind the parties unless and until a definitive written agreement is signed or executed by both parties.

**5 DURATION**

This MOU is valid for One(1) year from date of Agreement (hereinafter referred to as "the Validity Period" ) unless and until superseded by an Definitive Agreement entered into by the Parties.



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Notwithstanding the aforesaid clause, if the Parties are unable to provide or conclude the said Definitive Agreement within the Validity Period, this MOU may be extended for a further period to be mutually agreed in writing by the Parties.

## 6 COST

Each party shall bear all costs and expenses including its own solicitor costs and expenses, incidental to the preparation and performance of this MOU.

## 7 CONFIDENTIALITY

7.1 The parties agree, as a binding obligation, that information exchanged between them from time to time in the course of implementing this MOU shall be treated by the receiving party, in each case, as information proprietary or confidential to the disclosing party, and that the receiving party shall not disclose such information to any other party without the consent of the disclosing party. This obligation shall not apply to any information which is :

- a) already known to the receiving parties;
- b) disclosed to a third party without similar restrictions on disclosure;
- c) in the public domain through no fault of the receiver;
- d) published by a third party or received from a third party without knowledge on the part of the receiving party of any lawful obligation on the third party to keep the same confidential;
- e) independently generated by the receiving party;
- f) identified by disclosing party as non-confidential.

7.2 This obligation shall not prevent the receiving party from disclosing such information to such of its personnel or employees who need to know the same provided that they are also obliged to keep the same confidential.

7.3 The obligations set out in this clause shall continue to be enforceable for duration of **Two (2) years** from the date hereof notwithstanding any termination of this MOU.



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## 8 NOTICES

8.1 Correspondence and notice under this MOU shall be in writing and sent to :

To MSEC

363, Arcot Road, Kodambakkam,  
Chennai 600024, India  
Telephone No: +91-44-24811103  
Fax No : +91-44-2401636

To NLTVC:

62-2, Persiaran Bayan Indah,  
Bayan Lepas,  
11900 Penang, Malaysia  
Tel: 04-6119169  
Fax: 04-6119169

8.2 Notices shall be deemed duly served :

- a) if personally delivered at the time of delivery;
- b) if sent by registered or recorded delivery mail, at the time when such registered letter would in the ordinary course be delivered.
- c) If sent by facsimile, at the time of transmission provided that the notice is confirmed by the transmission confirmation slip.

## 9 WITHDRAWAL

9.1 Notwithstanding the provisions stipulated in this MOU, either of the parties may withdraw from this MOU at any time by giving Thirty (30) days written notice to the other party and without assigning any reason whatsoever. However subject to Clause 4, if obligations have been committed the parties will use their best endeavor to fulfill their obligation Provided That no formal agreement has been agreed upon by the Parties.

9.2 Upon the withdrawal of one of the parties from the MOU under Clause 9.1, the parties shall proceed to take immediate steps to cease in a prompt and orderly manner and hand over all plans, records, documents, specifications and similar material back to the respective parties.



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## 10 CONTINGENCY

Both parties acknowledge and recognize that it is impractical to provide herein for every contingency that may arise and agree to use their best endeavors to ensure that neither of the parties shall do any act or thing contrary to this MOU.

## 11 AMENDMENTS AND VARIATIONS

Where ever it becomes necessary this MOU may be varied or amended by mutual agreement in writing by the Parties and such variations or amendments shall form part of this MOU and shall bind the parties accordingly.

## 12 CODE OF CONDUCT

Every personnel or employee of the parties hereto shall observe the following :-

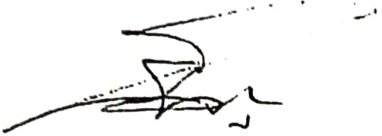
- i. Not to indulge in any act or actions which will jeopardize the MOU.
- ii. Not to indulge in any action which will bring disrepute to any party to the MOU;
- iii. To refrain from making any statement or representation or make any disclosure in respect of the business or trade activities of any of the parties hereto to a third party which may be harmful and prejudicial to the party or parties concerned, or acting as an agent or the other party.



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IN WITNESS WHEREOF the parties hereto have set their hands on the day and year above written.

Signed by for and on behalf of  
NLTVC Sdn Bhd.

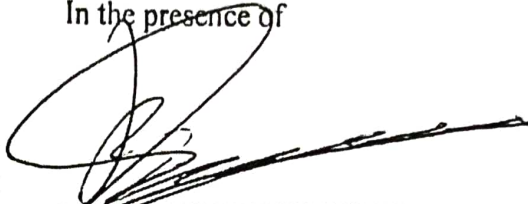


.....  
**Full Name:** ~~Siah Bing Keong~~  
**Designation:** Head of R&D,  
NLTVC Sdn Bhd

MOHAMED ELNOUR ABDELHAFEZ FADUL



In the presence of



.....  
**Full Name:** Professor Dr. Sureswaran Ramadoss  
**Designation:** Chairman of the Board,  
NLTVC Sdn Bhd

Signed by for and on behalf of  
MEENAKSHI SUNDARARAJAN ENGINEERING COLLEGE



.....  
**Full Name:** Sreekanth Narasimhan  
**Designation:** Director, MSEC



In the presence of



.....  
**Full Name:** Dr. K.S. Babai  
**Designation:** Secretary, MSEC



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